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I N D E X

<u>Witnesses:</u>	<u>Direct</u>	<u>Cross</u>	<u>Re-</u> <u>direct</u>	<u>Re-</u> <u>cross</u>	<u>By</u> <u>Examiner</u>
None.					

E X H I B I T S

<u>Number</u>	<u>For Identification</u>	<u>In Evidence</u>
None	so	marked.

1 JUDGE TEAGUE: Pursuant to the direction of the  
2 Illinois Commerce Commission, I now call Docket  
3 No. 12-0085. Michael Kieta versus Northern Illinois  
4 Gas Company doing business as Nicor Gas Company.

5 This matter concerns a complaint as to  
6 illegal gas service shutoff and deposit request at  
7 Oak Forest, Illinois.

8 Will the parties please identify  
9 themselves for the record. State your name, address  
10 and phone number.

11 MR. MICHAEL KIETA: Michael Kieta, Oak Forest,  
12 Illinois, 15459 Natalie Drive.

13 JUDGE TEAGUE: Your phone number.

14 MR. MICHAEL KIETA: Phone number?

15 JUDGE TEAGUE: Mm-hmm.

16 MR. MICHAEL KIETA: (708) 297-4598.

17 JUDGE TEAGUE: Thank you.

18 MR. PADRON: Paul Padron, P-a-d-r-o-n, for  
19 Nicor Gas, 1844 Ferry Road, Suite 7W, Naperville,  
20 Illinois 60563. My phone number is (630) 388-3660  
21 and with me is Carlton Coleman from our Customer  
22 Relations Department.

1 JUDGE TEAGUE: Okay. Mr. Kieta, can you very  
2 briefly describe -- yeah, just summarize your  
3 complaint for me.

4 MR. MICHAEL KIETA: Yes. Basically, 9/15/2011,  
5 I paid my Nicor Gas bill in full over the phone; got  
6 a confirmation ID to that effect and then checking my  
7 bank statements, the payment was taken out of my  
8 account on 9/15/2011. I called up Nicor and I got a  
9 confirmation ID verifying said payment. Confirmation  
10 ID 75041258350641 from a Nicor rep on 9/15 --  
11 Thursday, 9/15/2011.

12 Just to make sure that the payment  
13 went through, on 9/16 I called up and I spoke to  
14 Nicor Rep Andriana (phonetic) at (888) 642-6748,  
15 Option No. 2 to confirm that payment on 9/15.

16 I got my -- well, and then 9/17/2011  
17 my gas was shut off and stayed off until 9/19,  
18 9:00 o'clock in the morning.

19 All throughout the weekend -- and that  
20 was Saturday on 9/17 that I noticed it was shut  
21 off -- I don't know exactly when it was shut off, but  
22 on 9/17 when I tried to take a bath and bathe my

1 children, there was no hot water. That's when I  
2 realized that all gas was shut off at 9:00 o'clock --  
3 approximately 9:00 o'clock on Saturday and then  
4 repeated calls Nicor -- you know, that I got through  
5 on Thursday and Friday, all of a sudden I couldn't  
6 get through to anybody, you know, to help me with my  
7 situation to complain what's going on with my gas  
8 shut off and at 9:00 o'clock, they turned it back on  
9 again and then, basically, everybody got sick. There  
10 was no hot water. We couldn't cook. You know, had  
11 two little kids sick with the flu and I got the flu  
12 too.

13 JUDGE TEAGUE: Okay.

14 MR. MICHAEL KIETA: So I'm basically -- this is  
15 not right. I think it's an illegal shutoff and, you  
16 know, the way that Nicor is -- you know, Customer  
17 Support is set up, everything dead-ends to where you  
18 can't take to a human operator. I had to kind of  
19 like use the option for smell of gas to get through  
20 to somebody to complain and nobody called me back or  
21 nothing really happened from there.

22 JUDGE TEAGUE: Okay. Okay.

1           MR. MICHAEL KIETA: That's my biggest -- you  
2 know, one of the biggest complaints here.

3           JUDGE TEAGUE: No --

4           MR. MICHAEL KIETA: Unfair practices. That's  
5 not right at all.

6           JUDGE TEAGUE: Okay. And what would you like  
7 the Commission to do about it?

8           MR. MICHAEL KIETA: Well, it would be nice, you  
9 know -- you know -- and then after this happened  
10 probably three, four weeks, I was -- I was -- I  
11 wasn't requested, it was a demand for a deposit  
12 because now -- like I'm behind or -- what was it --  
13 the derogatory information, Nicor, you know,  
14 ridiculously asked for a deposit and they demanded it  
15 and they took it. I made a payment -- I forgot  
16 exactly how much it was, but -- so I shouldn't have  
17 to pay -- I'm a 29-year-old customer buying Nicor gas  
18 at the same address. That's going to change starting  
19 tomorrow. I'm going to buy my gas from somebody  
20 else; but, you know, I shouldn't have to pay any kind  
21 of deposit and I checked my credit report and Nicor  
22 has been -- a year and a half ago, just according to,

1     you know, my complaint, is when I stopped getting  
2     mail, you know, like bills in the mail. I don't  
3     know. I didn't sign up for anything to pay on-line;  
4     but they say that, Yeah, you did.

5                     So for a year and a half, I haven't  
6     been getting bills, but I'm a computer consultant and  
7     work is sporadic; but most of the time I work out of  
8     town. So, you know, I have my mail held and it's  
9     imperative that I get my bills in the mail. You  
10    know, when I come home on the weekends, I pay them.  
11    So that's the first thing, you know, to change that.  
12    That has been changed. The last two bills I started  
13    getting in the mail, so that first -- you know, thing  
14    that I requested was basically, you know, I'm getting  
15    Nicor bills in the mail and I want my credit cleared  
16    up, you know, they show that, you know, because of my  
17    work out of town, a lot of times I would check -- you  
18    know, try to kind of like -- Well, how much do I owe,  
19    and then send in payments, you know, like remotely  
20    coordinate paying Nicor Gas even though I'm not  
21    getting bills in the mail. So that's another thing  
22    that -- correct my credit report and correct the --

1     this are just suggestions, not demands, but improve  
2     the customer relations.  It seems like it's unfair  
3     practices to have -- I have a computer consultant.  I  
4     set up applications to work a certain way and  
5     somebody calls up, every option, you get directed to  
6     a dead end where you can't call no matter what you  
7     try.  That's a -- a large corporation like this, a  
8     public utility --

9             JUDGE TEAGUE:  So not able to talk to a human  
10    being?

11            MR. MICHAEL KIETA:  Most definitely, especially  
12    when they're shutting off -- illegal gas shut off.

13            JUDGE TEAGUE:  Okay.  And then your last  
14    request --

15            MR. MICHAEL KIETA:  \$10,000 in damages for the  
16    pain and suffering and the stress that was caused.  
17    You know, my whole family got sick.  I'm trying  
18    Saturday, Sunday -- repeated calls and it's almost  
19    like, you know, my number was just blocked.  I don't  
20    know that for a fact, but it sure seemed like it.  
21    Repeated calls.  10, 15 calls throughout the weekend.  
22    Turn my gas on.



1 JUDGE TEAGUE: Okay.

2 MR. MICHAEL KIETA: Couldn't do it, you know,  
3 then they wake me up at 9:00 o'clock in the morning  
4 almost like, you know, a Nicor rep came in and he lit  
5 all the pilots again and, you know, I forgot exactly  
6 what he said. No apology or anything like that; but,  
7 you know --

8 JUDGE TEAGUE: Yeah.

9 MR. MICHAEL KIETA: -- I should have sneezed on  
10 them and that would have been good, you know. But  
11 that's my case, you know.

12 JUDGE TEAGUE: Okay.

13 MR. MICHAEL KIETA: I'd just like to ask this  
14 Commission, you know, try to -- you know, whatever is  
15 said here, put yourself in my position. If that  
16 happened to you where your gas is shut off after you  
17 paid the bill in full, how would you -- what would  
18 you expect and then go through what I did? No. No.  
19 This is America. It's not supposed to work this way.  
20 So I want this expressed and I want more people to  
21 know about it than just me, you know.

22 JUDGE TEAGUE: Okay.

1           MR. MICHAEL KIETA: And I plan on following  
2 through -- I don't know -- to go through whatever is  
3 decided or ruled here, to go through, you know, for  
4 satisfaction here and justice, you know.

5           JUDGE TEAGUE: Okay.

6           MR. MICHAEL KIETA: I don't know if you -- if  
7 there's -- monetary damage to be awarded by this  
8 Commission --

9           JUDGE TEAGUE: No, we can't.

10          MR. MICHAEL KIETA: Other courts will hear this  
11 case.

12          JUDGE TEAGUE: Yeah. I was going to let you  
13 know the last --

14          MR. MICHAEL KIETA: Small claims court. I'm  
15 seeing an attorney tomorrow on this.

16          JUDGE TEAGUE: Okay. And, Mr. Padron?

17          MR. PADRON: Well, good. I'm glad you know the  
18 first thing, that the damages is not the jurisdiction  
19 for the ICC.

20          MR. MICHAEL KIETA: I didn't know that.

21          MR. PADRON: I know.

22          MR. MICHAEL KIETA: First time I'm here.

1           MR. PADRON: I know. Not a lot of people know,  
2 but now you know.

3           MR. MICHAEL KIETA: Yeah. It's a Commission,  
4 it's not...

5           MR. PADRON: Right.

6           MR. MICHAEL KIETA: I asked the receptionist,  
7 Is the jail connected right to this? You know, she  
8 said, No.

9           MR. PADRON: You realize you can't get the  
10 10,000 in damages right now?

11          MR. MICHAEL KIETA: From here, yes.

12          MR. PADRON: Okay. Good.

13          MR. MICHAEL KIETA: If that's -- that's what  
14 you're saying. You're the judge here.

15          JUDGE TEAGUE: No, that's true. That's true.  
16 He's just confirming.

17          MR. PADRON: So I'm just -- I wrote down the  
18 four things that you said you wanted, so I'm just  
19 addressing them one at a time. I'm kind of working  
20 backwards. I wanted to work with the 10,000 just  
21 because it's the mentioned --

22          MR. MICHAEL KIETA: It's the most damaging to

1     Nicor, I think.

2             MR. PADRON:   So then we know what the deal is  
3     with that.   It's probably the best for me to give you  
4     a chronological sort of summary of what we have on  
5     our end.

6             JUDGE TEAGUE:   Okay.

7             MR. PADRON:   Beginning in February 2010, the  
8     customer was signed up for e-bill -- and I know he  
9     says he never signed up for it, but we can't sign a  
10    customer up without their input and their help and  
11    their e-mail address --

12            MR. MICHAEL KIETA:   Something happened, okay.  
13    That would explain that.

14            MR. PADRON:   If someone was -- identity theft  
15    and claimed -- called and said it was you, you know,  
16    I don't know; but we can't set it up without this,  
17    the --

18            MR. MICHAEL KIETA:   For the record, that did  
19    happen.   I got 20 things just removed from my credit  
20    report last month after disputes.

21            JUDGE TEAGUE:   Can I ask you to please let  
22    him --

1           MR. MICHAEL KIETA:    Sure.

2           JUDGE TEAGUE:   -- you know, since he let you  
3   give a brief summary and after he's done, if you want  
4   to say something else; but let him speak.

5           MR. PADRON:    Okay.   So we have him set up  
6   February 2010 for the e-bill.

7           JUDGE TEAGUE:   And that's by phone?

8           MR. PADRON:    That's by phone -- oh, no I'm  
9   sorry.   You can also sign up via Internet as well.

10          JUDGE TEAGUE:   You don't know how his was set  
11   up?

12          MR. PADRON:    I don't know how his was set up,  
13   no; but I do know we need the customer's e-mail  
14   address and information in order to do so.   We can't  
15   just unilaterally sign somebody up for e-bill.

16          JUDGE TEAGUE:   Okay.

17          MR. PADRON:    So beginning then in March, he  
18   started receiving bills -- March 2010 --  
19   electronically.

20          JUDGE TEAGUE:   Okay.

21          MR. PADRON:    That was one of his complaints in  
22   the -- one of his problems in the complaint was,

1 Well, we never mailed him bills. Well, that's  
2 because he was signed up for e-bill. We started  
3 having problems around May with payment or so in that  
4 area, May 2010 and then our first report to the  
5 Credit Bureau was August 2010 when he was 90 days  
6 past due and that continued on up until we sent him  
7 disconnection and just so -- when I say "continued  
8 on," we have -- we called him -- our Credit  
9 Department called him one, two, three, four, five,  
10 six, seven, eight -- nine times between August 13th,  
11 2010, and 8/16/2011. During that time, he actually  
12 did call us once on October 14th, 2010, to make a  
13 payment.

14 JUDGE TEAGUE: What date? I'm sorry.

15 MR. PADRON: That was on October 14th, 2010, he  
16 called to make a payment.

17 JUDGE TEAGUE: Okay.

18 MR. PADRON: And he made the payment. He  
19 didn't complain about not receiving a bill or  
20 anything else. So basically for a year we were  
21 calling him and he did call once to make a partial  
22 payment, but never complained about not receiving a

1 bill or anything else. We sent out our disconnect  
2 notice on 8/24/11 saying that if -- you don't pay the  
3 325.67 that was outstanding, that we would disconnect  
4 him as of September 2nd. We didn't get a payment or  
5 call or anything, so we disconnected him on  
6 September 2nd. I'm sorry. Wait a minute. Yeah.  
7 Yeah, 9/2/11.

8 MR. MICHAEL KIETA: No, 9/17.

9 MR. CARLTON COLEMAN: The actual disconnection  
10 did not actually occur until --

11 MR. PADRON: 9/15?

12 MR. CARLTON COLEMAN: Yeah, 9/15.

13 MR. PADRON: So we could have turned him off as  
14 early as 9/2, but we turned him off on 9/15.

15 JUDGE TEAGUE: Okay.

16 MR. PADRON: On 9/15 we show that same payment  
17 we made, we know he paid the 327.67. We checked it  
18 and he paid it at 1:00 in the afternoon.

19 JUDGE TEAGUE: On what day?

20 MR. PADRON: On 9/15/2011.

21 JUDGE TEAGUE: Okay.

22 MR. PADRON: Then on 9/16, he called to

1     schedule -- to make sure the payment went through and  
2     to call -- to make an appointment to get his back  
3     turned back on. That was a Friday. 9/16 was a  
4     Friday. Monday we were closed, it was a holiday. So  
5     he called to have the appointment set up. We told  
6     him that the appointment would not be until 9/19  
7     because that was the soonest we could get anybody out  
8     there and so we turned him on on 9/19 at 11:22 a.m.  
9     as we had made that appointment to do.

10           MR. CARLTON COLEMAN: So let me just speak to  
11     this here, too. The 16th was a Friday, the 17th and  
12     18th, Saturday and Sunday. After 6:30 on Friday, we  
13     go to gas emergencies only. So if anybody is calling  
14     on a Saturday or a Sunday --

15           MR. MICHAEL KIETA: Or after Friday --

16           MR. CARLTON COLEMAN: 6:30. And by "gas  
17     emergencies," I mean gas leaks. That's why you got  
18     through when you called. You know, you said you had  
19     to go through --

20           MR. MICHAEL KIETA: I didn't get through.

21           JUDGE TEAGUE: But only gas leaks.

22           MR. CARLTON COLEMAN: Only gas --



1 JUDGE TEAGUE: Not disconnects or anything like  
2 that?

3 MR. CARLTON COLEMAN: No, absolutely not, only  
4 gas leaks.

5 Go ahead. I'm sorry.

6 MR. PADRON: So then on 10/13/11, he was billed  
7 a deposit for 119 because of the previous years --  
8 you know, the nonpayment. So we're here today -- he  
9 said he wanted basically four things. He wanted to  
10 take the deposit back. He didn't like the fact that  
11 he had to pay a deposit, we did that. We removed the  
12 deposit and we credited his account the 119 that was  
13 the subject of the deposit.

14 JUDGE TEAGUE: You did? Okay.

15 MR. PADRON: Yeah. Even though in our  
16 estimation it was a valid deposit because we had a  
17 year of problems with payment, but we did that.

18 JUDGE TEAGUE: When did you do that? I'm  
19 sorry.

20 MR. PADRON: I'm sorry?

21 JUDGE TEAGUE: When did you remove the deposit?

22 MR. PADRON: It was done -- do you know the

1       exact date?

2               MR. CARLTON COLEMAN:   February -- beginning of  
3       February.   I don't have the exact date.

4               JUDGE TEAGUE:   Of this year?

5               MR. CARLTON COLEMAN:   Yeah.

6               JUDGE TEAGUE:   That's fine.

7               MR. CARLTON COLEMAN:   But I can get that to  
8       you.

9               MR. PADRON:   All right.   So the second thing is  
10       he wanted his credit cleared up.   Again, for that  
11       year's time we feel that we were just and there was  
12       nothing wrong with us reporting him; but just to help  
13       him out in this situation, we went back and had any  
14       negative credit reporting removed as well.

15              JUDGE TEAGUE:   Okay.

16              MR. CARLTON COLEMAN:   That was done on January  
17       26th, the credit report and updated and removed all  
18       derogatory remarks, back through July of '10.

19              MR. MICHAEL KIETA:   I got a report this morning  
20       so I could check that.

21              JUDGE TEAGUE:   Okay.

22              MR. PADRON:   Okay.   So then the only

1 outstanding issue is he wants to -- Nicor to improve  
2 its customer relations --

3 MR. CARLTON COLEMAN: Service.

4 MR. PADRON: -- and --

5 MR. MICHAEL KIETA: Well, can I address --

6 JUDGE TEAGUE: Were you going to say something  
7 else?

8 MR. PADRON: I mean, I -- I guess I could start  
9 quoting numbers and how many customers we have versus  
10 how many complaints we have, it's very small. We're  
11 one of the best utilities out there.

12 MR. CARLTON COLEMAN: Actually, I think it's  
13 point 002 percent or something crazy like that.

14 MR. PADRON: So as frustrating as this has  
15 been, you know, I don't think that our Customer  
16 Service --

17 MR. MICHAEL KIETA: Has unfair practices?

18 MR. PADRON: What's that?

19 MR. MICHAEL KIETA: You don't think that not  
20 being able to get through to a human being when -- in  
21 an emergency or other than smelling gas, you can't  
22 talk to -- you're like a vendor, right, you are

1 providing a service?

2 MR. PADRON: All I know is that for that year,  
3 August 2010 through August 2011, we called you nine  
4 times and you called us once. I mean --

5 MR. MICHAEL KIETA: Can I respond now to his --  
6 what he just stated now?

7 JUDGE TEAGUE: Did you have anything else?

8 MR. PADRON: So as far as I'm concerned, your  
9 Honor --

10 JUDGE TEAGUE: You've addressed all --

11 MR. PADRON: -- I've addressed all issues.  
12 This matter should be dismissed --

13 MR. MICHAEL KIETA: I'd like to respond to  
14 that, if I could.

15 MR. PADRON: -- and if he wants to pursue his  
16 \$10,000, he can have at it.

17 MR. MICHAEL KIETA: I'm going to.  
18 Can I respond to that?

19 JUDGE TEAGUE: Sure. Sure.

20 MR. MICHAEL KIETA: I have a little problem  
21 with the time line. On 9/15 -- I didn't notice the  
22 gas shut off until the 17th. The 16th, the gas was

1 on. The 15th is when I made the payment, like I  
2 said, and got my -- you know, I got my confirmation  
3 ID. The 16th, I didn't call up to ask to have the  
4 gas turned on. I was just confirming the payment, so  
5 I don't know what he's stating, that I called up to  
6 make an appointment to have my gas -- the gas was on  
7 October 16th on Friday. I took a bath, you know, I  
8 bathed one of my children Friday night.

9 So Saturday is when the problem  
10 started where I wanted to take a bath myself, no hot  
11 water. Turned on the gas, we can't cook. So  
12 Saturday is when I noticed that the gas was shut off.  
13 So there's a problem with the time line and the  
14 information that I'm calling up on the 16th asking to  
15 have my -- you know, when --

16 JUDGE TEAGUE: When did you call?

17 MR. MICHAEL KIETA: I tried to call on the --

18 JUDGE TEAGUE: The 17th?

19 MR. MICHAEL KIETA: -- the 17th on Saturday.

20 At about 10:00 o'clock, I woke up at 9:00 o'clock and  
21 that's when I discovered that the gas was shut off.  
22 Friday night there was no problems. You know, we had

1     had soup.  You know, I gave the little ones, you  
2     know, baths and everything like that.  So that's a  
3     big problem right there and just to confirm -- and my  
4     bank statement can -- confirms when the payment -- I  
5     guess there's no question about when the payment was  
6     taken out.  My bank statement shows it was taken out  
7     on the 15th, paid in full.

8                     And as far as -- so that's a big issue  
9     right there where I kind of say that they're trying  
10    to -- you know, like hide when the payment -- when  
11    the gas was shut off, when the payment was -- my big  
12    thing is, Well -- I've been told from day one, Your  
13    payment wasn't paid on the 15th, so we can shut your  
14    gas off and everything like that.

15                    JUDGE TEAGUE:  I'll tell you what, Mr. Kieta.  
16    It sounds like you all cannot -- I mean, they're  
17    arguing --

18                    MR. MICHAEL KIETA:  Well, I'm not finished yet.  
19    There's a couple other things that I'd still like to  
20    get on the record.

21                    JUDGE TEAGUE:  You can, but I'm just letting  
22    you know that it sounds like you all are not able to

1       come to an agreement. They are arguing that they  
2       have addressed all of your --

3               MR. MICHAEL KIETA: Yeah.

4               JUDGE TEAGUE: -- and there's nothing else --

5               MR. MICHAEL KIETA: Most definitely.

6               JUDGE TEAGUE: -- for them to do.

7                       So, I mean, a prehearing conference,  
8       typically what we do is try to reach some of --

9               MR. MICHAEL KIETA: Most definitely.

10              JUDGE TEAGUE: -- voluntary settlement of the  
11     issue. So --

12              MR. MICHAEL KIETA: You can see it's not  
13     getting there.

14              JUDGE TEAGUE: I'll let you finish, but I'm  
15     just saying that, you know, the next step what we can  
16     do is we can set it for evidentiary --

17              MR. MICHAEL KIETA: Most definitely.

18              JUDGE TEAGUE: You present evidence.

19              MR. MICHAEL KIETA: I'm ready to go right now.

20              JUDGE TEAGUE: You can, you know, have all your  
21     documentation if that's what you want to do --

22              MR. MICHAEL KIETA: Yes.

1 JUDGE TEAGUE: -- you know, we can do it that  
2 way.

3 MR. MICHAEL KIETA: Well, because this sounds  
4 like what I'm disputing right now -- what he just  
5 stated for the record that's incorrect --

6 JUDGE TEAGUE: Right. No, I understand.

7 MR. MICHAEL KIETA: Most definitely.

8 JUDGE TEAGUE: I totally understand, but I  
9 guess what I'm -- you know.

10 MR. MICHAEL KIETA: And we can get transcripts  
11 of my calls to Andriana, you know, what was stated.  
12 I'm sure they recorded that, you know, if there's any  
13 kind of -- that's the evidence that I would think  
14 would be primary in this situation right here for  
15 that one point.

16 JUDGE TEAGUE: Right. I mean, I guess what I'm  
17 trying to tell you is I don't have a problem with  
18 listening to what you have to say --

19 MR. MICHAEL KIETA: No.

20 JUDGE TEAGUE: -- I'm just saying that you're  
21 going to have to repeat this all over again because  
22 it sounds like you all are not able to come to an



1     agreement, so we're going to have to go to  
2     evidentiary. You're going to have to have your  
3     evidence to --

4             MR. MICHAEL KIETA:    Okay.

5             JUDGE TEAGUE:   -- support, you know, the  
6     statements that you're making. They're going to have  
7     their evidence. You'll have an opportunity --

8             MR. MICHAEL KIETA:    I have half my evidence  
9     right here.

10            JUDGE TEAGUE:   -- cross-examine them. They'll  
11    have an opportunity to cross-examine you and can  
12    present this matter, you know, before me by -- you  
13    know, I'm just saying that --

14            MR. MICHAEL KIETA:    And this is what --

15            JUDGE TEAGUE:   -- based on what, you know, I've  
16    heard today, it sounds like you all are not --

17            MR. MICHAEL KIETA:    This is what we can do from  
18    the ICC point of view, how --

19            JUDGE TEAGUE:    Yes.

20            MR. MICHAEL KIETA:    -- what other courts I take  
21    this to, that's a different thing --

22            JUDGE TEAGUE:    Yes.

1           MR. MICHAEL KIETA:  -- and I have to get help  
2   with that.

3           JUDGE TEAGUE:  Yes.  And you mentioned you were  
4   thinking about getting counsel.

5           MR. MICHAEL KIETA:  Oh, yeah, I've got an  
6   appointment set up tomorrow.

7           JUDGE TEAGUE:  Okay.  So once you, you know,  
8   engage counsel, you can just have him file an  
9   appearance, you know, if you are going to have them  
10   represent you here at the Commission and they we  
11   can --

12          MR. MICHAEL KIETA:  If I could finish one or  
13   two more points, just to kind of address what he had  
14   just stated.  And as far as the credit information,  
15   I've been a customer for Nicor for 29 years.  Up  
16   until like a year and a half ago my credit, I  
17   believe, was perfect, you know, for the previous, you  
18   know, three, four, five years.

19          JUDGE TEAGUE:  But they said that they've  
20   already removed the negative information.

21          MR. MICHAEL KIETA:  Well, I haven't seen that  
22   yet; but, I mean, I just wanted to kind of put that

1 in there before, this change of getting e-bills.

2 JUDGE TEAGUE: Right. But I'm -- but they said  
3 they've already -- they said --

4 MR. MICHAEL KIETA: That's to be --

5 JUDGE TEAGUE: -- negative information off.  
6 They said that.

7 MR. MICHAEL KIETA: I just want to explain  
8 that, that's when -- derogatory information -- they  
9 are almost to the point where they didn't feel it was  
10 necessary, but I just want to let you know that  
11 before that -- two, three, four years before that  
12 when I was getting bills in the mail, I had no  
13 problems paying my bill. I might have been on a  
14 project, you know, and when this supposed e-bill  
15 started, I don't know, I don't come back for three,  
16 four weeks at a time. That's derogatory information  
17 and now that I've been getting bills in the mail  
18 again, my bills are paid.

19 So I just wanted to state that for the  
20 record, and then -- you know, for some reason it was  
21 changed to e-bills, they should never have done that.  
22 I know I didn't call. Something might have been done

1 on-line by somebody, but it wasn't done by me.

2 JUDGE TEAGUE: Okay. Here's the thing: I

3 totally -- I understand what you're saying.

4 MR. MICHAEL KIETA: Okay.

5 JUDGE TEAGUE: You've been a customer with them

6 for like 29 years --

7 MR. MICHAEL KIETA: Yeah.

8 JUDGE TEAGUE: You know, you didn't have a

9 problem, something going on with this e-bill. But

10 the issue is that, you know, the things that you've

11 included in your complaint -- you didn't think you

12 should have to pay a deposit because of your history

13 with them, they took the deposit out.

14 MR. MICHAEL KIETA: Okay. I don't have

15 anything in writing yet. I haven't seen evidence,

16 but I'll wait.

17 MR. PADRON: Just to remind you, Mr. Kieta,

18 that I'm under oath right now and we are on the

19 record and I'm representing to you as Nicor's

20 attorney what we have done, that we've removed the --

21 MR. MICHAEL KIETA: Okay.

22 MR. PADRON: -- deposit and we have removed any

1 negative credit.

2 MR. MICHAEL KIETA: Sounds good. I'll be  
3 looking for that.

4 JUDGE TEAGUE: So, you know, they're saying  
5 that they've removed the deposit. They have fixed  
6 your billing so you get that in the mail --

7 MR. MICHAEL KIETA: Okay.

8 JUDGE TEAGUE: They removed all --

9 MR. MICHAEL KIETA: 3 out 4.

10 JUDGE TEAGUE: -- they removed all negative  
11 credit information off your credit report --

12 MR. MICHAEL KIETA: Those are steps in the  
13 right direction.

14 JUDGE TEAGUE: -- which is -- you know, it  
15 sounds like it was a big issue and the damages issues  
16 as we've discussed that's not --

17 MR. MICHAEL KIETA: To be continued. Okay.

18 JUDGE TEAGUE: -- in the Commission's  
19 jurisdiction, you can, you know, definitely pursue  
20 that in some other venue, but not here.

21 MR. MICHAEL KIETA: Definitely. I will. Okay.

22 JUDGE TEAGUE: So, you know, like I said, you

1 are more than welcome to pursue this in an  
2 evidentiary hearing, but it doesn't sound like  
3 there's -- you know, that they've addressed a lot of  
4 these concerns. So...

5 MR. MICHAEL KIETA: They addressed two of them,  
6 but there's two important ones. Well, I'd like to  
7 take the next step. I'd like to find out how and  
8 then take the next step through the ICC first  
9 before -- you know --

10 JUDGE TEAGUE: How about this, Mr. Kieta: How  
11 about we set up an evidentiary hearing, you go home,  
12 you find out all the information you need to  
13 determine that they have, in fact, reversed the  
14 deposit --

15 MR. MICHAEL KIETA: Yes.

16 JUDGE TEAGUE: -- and that they've fixed your  
17 billing and that all your credit -- your credit  
18 report doesn't have all this information in there and  
19 if you feel, you know, like --

20 MR. MICHAEL KIETA: I want to proceed.

21 JUDGE TEAGUE: -- you don't want to pursue an  
22 evidentiary hearing, then we can always cancel it.

1     If you feel like you still, you know, want to, then  
2     we can.

3             MR. MICHAEL KIETA:    Sounds fair enough.

4             JUDGE TEAGUE:    Does that sound good?

5             MR. MICHAEL KIETA:    Yeah.

6             JUDGE TEAGUE:    So what I want you to do is try  
7     to think about some dates and I have to run and get  
8     my calendar and then we'll set a date.

9                     (Recess taken.)

10                    (Discussion off the record.)

11             JUDGE TEAGUE:    We're back on the record and the  
12     parties have had an opportunity off the record to  
13     discuss a date for evidentiary, so we're going to set  
14     this matter for July 12 at 11:00 a.m. for evidentiary  
15     hearing.

16                     Thank you.

17                     (Whereupon, the hearing in the  
18     above-entitled matter was continued  
19     until July 12, 2012 at 11:00 a.m.)  
20  
21  
22